

accordance with the terms and conditions of this contract, day-old chicks. Density and number of broilers to be placed by ConAgra with Grower shall be at the discretion of ConAgra, and may vary, and shall be determined by ConAgra based on such factors as weather, fans, foggers, waterers, housing capacity, and management of Grower.

2. ConAgra shall provide to Grower and shall deliver to Grower's facilities, at no costs to Grower, all feed, medication and other supplies, in quantities, and quality determined by ConAgra, for the feeding and care of said broilers to grow such for sale on the commercial broiler market.

3. ConAgra shall provide technical advice to Grower on the growing of the broilers. However, Grower shall be solely responsible for the proper care, management, feeding, and welfare of said broilers while the same are in the care of the Grower.

ConAgra shall have the right and privilege to enter upon and inspect Grower's growing facilities, and the broilers placed with Grower, at any time, day or night, without interference, during the grow out term of any broiler chicks placed with Grower pursuant to this Agreement.

4. ConAgra shall have the right to pick up the broilers, or any portion or part of them, placed with Grower, at such times and at such weights as ConAgra may direct.

5. Title to the said broiler chicks shall at all times be and remain in ConAgra or ConAgra's assigns and Grower shall have possession of the said broiler chicks as custodian or caretaker only, but shall not permit ~~any~~ cause such to become encumbered in any manner. Grower acknowledges the understanding that he holds no title to or interest in